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Rutgers University and American Federation of State, County and Municipal Employees, AFL-CIO, Local 888 (1983)

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Rutgers University and American Federation of State, County and Municipal Employees, AFL-CIO, Local 888 (1983)

Keywords

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Comments

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AGREEMENT BETWEEN

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

and

**AFSCME
LOCAL
888**



July 1, 1989 — June 30, 1992

6/92



AGREEMENT

This Agreement, made and entered into this 30th day of July 1990 by and between RUTGERS, THE STATE UNIVERSITY of New Jersey (hereinafter called "Rutgers") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; Council 52, with its office at 516 Johnston Avenue, Jersey City, New Jersey; and its affiliate LOCAL UNION NO. 888 (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between Rutgers and the Union; the establishment of procedures for the presentation and resolution of grievances; and the determination of wages, hours, and other terms and conditions of employment.



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ARTICLE 1 - RECOGNITION

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative concerning wages, hours, and other terms and conditions of employment.

2. The terms "employee" and "employees" as used herein shall include all regular maintenance and service employees, both full time and part time employees (those scheduled to work for twenty (20) hours or more per week), in the classifications listed under Appendix A attached hereto and included herein by reference and made a part of this Agreement, and for employees in such other classifications as the parties hereto may later agree to include; but excluding all probationary employees, all clerical employees, students, casual, temporary employees, part time employees scheduled to work for less than twenty (20) hours per week, professional employees, supervisors as defined in the NLRA, employees in the jurisdiction of other unions now recognized by Rutgers, employees employed as domestic help permanently assigned to work in the homes of officers of Rutgers, and all other employees of Rutgers.

3. Definitions:

- a. Regular employee - an employee hired on a 10- or 12-month salaried or hourly basis for an indefinite period of time.
- b. Temporary employee - an employee who is hired to work as an interim replacement or for any short term work schedule for a period up to six (6) months with a three (3) month extension if the need arises.
- c. Casual employee - an employee who is employed on an intermittent basis.

ARTICLE 2 - UNION SECURITY

A. UNION DUES

Rutgers agrees to deduct Union dues biweekly from each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. Each employee may cancel such written authorization by giving written notice of such cancellation to Rutgers and the Union between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly Union dues shall be in such an amount as may be certified to Rutgers by the Union from time to time, and at least thirty (30) days prior to the date on which deductions of Union dues are to be made. Deductions of Union dues made pursuant hereto shall be remitted by Rutgers to the Union every four (4) weeks together with a list of the names of the employees from whose pay such deductions were made.

B. REPRESENTATION FEE:

1. Representation Fee Deduction

The parties agree that all employees in the bargaining unit who do not become members of AFSCME Local 888 within thirty (30) days shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount

At least thirty (30) days before the effective date of the representation fee, or any subsequent modification thereof, the Union shall notify the University of the biweekly amount to be deducted from nonmembers' salaries. Any change in the representation fee shall be made upon written notification to the University.

3. Representation Fee Deductions

The representation fee shall be deducted from nonmembers' salaries in equal biweekly installments. Representation fee deductions from the salaries of all nonmember employees shall commence on the payroll begin date following thirty (30) days after the expiration of a 888 eligible employee's probationary period or the tenth (10th) day following reentry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the University in a nonbargaining unit position. For the purpose of this Article, 10-month employees shall be considered to be in continuous employment.

If, during the course of the year, the nonmember becomes a Union member, the University shall cease deducting the representation fee and commence deducting the Union dues after written notification by the Union of the change in status. Conversely, if the Union member directs the University to cease dues deductions in a manner appropriate under the terms of the dues checkoff agreement, the University shall commence deduction of the representation fee after written notification by the Union of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and at the same time as Union dues.

4. Indemnification

The Union hereby agrees to indemnify, defend, and save harmless the University from any claim, suit or action, or judgements, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the agreement.

ARTICLE 3 - UNION REPRESENTATIVES

1. Authorized representatives of the Union, who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers, the Union representatives shall make their presence and destination known to the Office of Employee Relations or the Division Head, or his/her representative, responsible for the area to be visited.

2. Rutgers agrees to recognize a maximum of thirty (30) stewards selected by the Union and such additional stewards as may be mutually agreed. The Union agrees to give Rutgers written notice of the names of the stewards and their respective areas of responsibility. A steward shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Union President (or in his/her absence any one of the three Union campus Vice Presidents) shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss, and adjust grievances with Rutgers, provided such officer is an employee of Rutgers. Neither a steward nor a Union officer shall leave his/her work without first obtaining the permission of the immediate supervisor, which permission shall not be unreasonably withheld. When Rutgers reassigns Union officers and stewards such reassignment shall be for business reasons.

3. Rutgers agrees to permit Union delegates employed by Rutgers to take time off without loss of pay for the purpose of attending Union conventions, conferences, or educational classes, provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed eighty-five (85) days.

4. The Union may have ten (10) members, who are in the bargaining unit covered by this Agreement, on the contract negotiating committee and six (6) members on the wage reopener negotiating committee, who shall not lose pay.

ARTICLE 4 - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application, or claimed violation of any provision of this Agreement or of any Rutgers policy or an administrative decision relating to wages, hours, or other terms or conditions of employment of the employees, as defined herein.

2. A grievance of an employee or of the Union shall be handled in the following manner. Discharge grievances may be presented immediately under the provisions of paragraph 5 below.

Step 1:

An employee having a grievance shall present it in writing in the first instance to the immediate supervisor within ten (10) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The immediate supervisor shall, within two (2) working days arrange a meeting with the employee. If the employee so requests, the steward shall be present at such meeting. The immediate supervisor shall attempt to adjust the grievance and shall give a written answer to the employee and to the employee's steward within three (3) working days after the meeting.

In cases where the event giving rise to the grievance is not initiated by the employee's immediate supervisor, the grievance initially shall be presented to the first level of supervision having authority to effect a remedy.

Step 2:

If the employee or the Union is not satisfied, the employee or the steward shall forward the written grievance and written answer to the Office of Employee Relations, the President of the Union and the employee's next level of authority, within two (2) working days after receipt of the written answer. (For the purpose of this grievance procedure, the next level of authority shall be considered to be the employee's Division Head, Department Head, or Section Head). Within five (5) working days after receipt of the written grievance, the Office of Employee Relations shall arrange for the Division Head, Department Head, or Section Head, to hold a meeting with the employee and a Union Officer. The Division Head, Department Head or Section Head shall give to the employee and the President of the Union a written answer to the written grievance within three (3) working days after the date of such meeting.

Step 3:

If the employee or the Union is not satisfied with the written answer of the employee's Division Head, Department Head, or Section Head, the Union shall, within three (3) working days following the date of the written answer of the employee's Division Head, Department Head, or Section Head, submit to the Office of Employee Relations a written request for a meeting between a representative of the Office of Employee Relations and a Council representative of the Union. Such meeting shall occur at a mutually agreeable time and place not later than five (5) working days after receipt of the written request for such discussion. The employee shall be entitled to be present at such meeting. The representative of the Office of Employee Relations shall give a written decision to the employee and the Union within five (5) working days after such discussion takes place, or within such additional period of time that may be mutually agreed upon. A general grievance, one that may affect all or a group of employees, may be presented by the Union at Step 3.

If the Union believes that the third step Hearing Officer has based his/her decision on material not presented or referenced at the third step, the Union may request reconvening of the hearing to review or rebut this material.

Step 4:

If the Union is not satisfied with the written decision of the Rutgers representative, the Union may, within ten (10) working days after the receipt of the written decision of the Rutgers representative, submit the grievance to binding arbitration, sending the Office of Employee Relations a copy of such submission.

If Rutgers and the Union agree that the grievance shall be heard by a tripartite panel, one member of that panel shall be designated by Rutgers, one by the Union and the third will be selected jointly by Rutgers and the Union.

Rutgers and the Union agree that the arbitrator to be chosen jointly shall be selected from a panel or panels to be provided by the American Arbitration Association, the arbitrator to be selected in accordance with the rules and procedures of the agency.

The costs and expenses incurred by each party shall be paid by the party incurring the costs except that the fees of the neutral arbitrator and the administering agency shall be borne equally by Rutgers and the Union.

When documents are discovered by the University which were not presented at third step but which will be used at arbitration, the University will provide such documents to the Union four (4) days prior to the arbitration hearing, with the parties realizing that situations may necessitate shorter notice.

3. Within thirty (30) days following the close of the arbitration hearing, the arbitrator shall render a decision in writing.

4. No arbitrator functioning under the provisions of this grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement.

5. In case of discharge, the employee or the Union shall (a) use the grievance procedure under Article 4, paragraph 2 above, or (b) forward a written grievance as soon as possible, but within one (1) working day after discharge, to the Office of Employee Relations, and to the Department Head or Section Head (step 2 level). Within three (3) working days of receipt of the written grievance, the Office of Employee Relations shall arrange for the Division Head, Department Head or Section Head to meet with the employee and a Union Officer. The Division Head, Department Head or Section Head shall give to the employee and to the President of the Union a written answer to the written grievance within three (3) working days after the date of such meeting.

If the employee or the Union is not satisfied with the written answer, the grievance procedure above starting with Section 2, Step 3 shall be followed.

6. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step.

7. No employee shall be discharged, suspended, or disciplined in any way except for just cause. The sole right and remedy of any employee who claims that he or she has been discharged, suspended, or disciplined in any way without just cause shall be to file a grievance through and in accordance with the grievance procedure.

8. Saturdays, Sundays, and holidays shall not be considered working days in computing the time limits provided for above. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon Rutgers, the Union, and the employee or employees involved.

9. An employee shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees, during regular working hours, at the Step 4 meeting of the grievance procedure, such employees shall not lose pay for such time.

10. In the event of the discharge for cause of any employee, Rutgers shall promptly give written notice of the discharge to the shop steward in the employee's seniority unit and attempt to give telephone notice to the President of the Union or to the Vice President of the Union responsible for the campus on which the discharged employee had been employed.

11. If an employee is being questioned about his/her work performance or conduct and if the employee has a reasonable belief that the answer to such questions will result in discipline, then the employee may request that a steward be present.

12. Rutgers shall provide a copy of any written reprimand which is to be made part of the central file to the employee, to the steward if known, and to the President, or in Newark and Camden to the Vice President. The employee shall sign such reprimand, the signature serving only to acknowledge that he or she has read the reprimand and shall not necessarily be considered an agreement with the content thereof. Any employee may file a grievance with respect to any document written to the employee which expresses dissatisfaction with his/her work performance or conduct and with which he/she does not agree.

Annually, through a joint letter from the Union and the Office of Employee Relations, employees will be informed that a document from a supervisor to an employee which expresses dissatisfaction with the employee's work performance or conduct may be grieved under this article.

When an employee's record is free from any disciplinary action for a period of one (1) year, any letters of reprimand or documents which express dissatisfaction with the employee's work performance or conduct in the employee's record shall be deemed to be removed. When an employee's record is free from any disciplinary action for a period of three (3) years, any letters of suspension contained in the employee's record shall be deemed to be removed.

ARTICLE 5 - LABOR/MANAGEMENT CONFERENCES

Representatives of Rutgers and representatives of the Union may confer at any time upon the request of either party to consider matters of general interest or concern, other than grievances. Such conferences shall take place at a mutually convenient time and place and may be attended by no more than five (5) Union representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such conferences. Such conferences may be attended by Council and/or International Representatives of the Union. The work place should be free from harassment. Any claims of harassment shall be the subject of a Labor/Management Conference. University policy decisions agreed to at Labor/Management Conferences at which representatives of the Office of Employee Relations are present will be reduced to writing.

ARTICLE 6 - NONDISCRIMINATION

There shall be no discrimination by Rutgers or the Union against any employee or applicant for employment because of race, creed, color, sex, religion, age, marital status, national origin, handicap, or against veterans of the Vietnam era or disabled veterans, or because of Union conduct which is permissible under law and which does not interfere with an employee's employment obligation.

ARTICLE 7 - SENIORITY

1. All employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. Rutgers will not extend such probationary period without concurrence of the Union. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of Article 4 - Grievance Procedure. Should a temporary employee receive a permanent appointment, that employee's seniority, after the ninety (90) day probationary period, will include the period of continuous service immediately preceding such appointment up to a maximum of nine (9) months.

2. Definitions:

- a. Rutgers seniority is defined as the length of time an employee has been continuously employed at Rutgers. In the event two (2) employees have the same seniority, their respective seniority shall be determined by alphabetical order of their last names.
- b. Classification seniority implemented on July 1, 1976 is defined as the length of time an employee has been continuously employed in a specific job classification within a seniority unit. In the event two (2) employees have the same seniority, their respective seniority shall be determined by alphabetical order of their last names.

3. Seniority units are defined as:

- a. Farm Workers
- b. Dining Halls and Snack Bars - New Brunswick
- c. Fire Department
- d. Dining Hall and Snack Bar - Camden
- e. New Brunswick Housing
- f. Physical Plant - Newark
- g. Physical Plant - New Brunswick
- h. Physical Plant - Camden
- i. Security Guards - Newark
- j. Security Guards - New Brunswick
- k. Security Guards - Camden

4. The Office of Employee Relations shall maintain seniority lists of employees by seniority units, copies of which shall be furnished to the Union. The Office of Employee Relations also shall furnish to the Union copies of the monthly report reflecting changes in the seniority lists.

5. An employee's classification and Rutgers seniority shall cease and his/her employee status shall terminate for any of the following reasons:

- a. Resignation or retirement
- b. Discharge for cause
- c. Continuous layoff for a period exceeding six (6) months for employees with less than three (3) years continuous service; continuous layoff for a period exceeding one (1) year for employees with three (3) years or more continuous service.
- d. Failure of laid-off employee to report for work either (i) on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date, or (ii) within three (3) working days after date specified in written notice of recall mailed less

than seven (7) calendar days prior to such date, unless return to work as herein provided is excused by Rutgers. Written notice of recall to work shall be sent by Rutgers by certified mail, return receipt requested, to the employee's last known address as shown on Rutgers personnel records.

- e. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to Rutgers of a justifiable excuse for such absence.
- f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers, and such excuse shall not unreasonably be withheld by Rutgers.

6. For purposes of layoff and recall, the President, three (3) Vice Presidents, the Secretary-Treasurer, the Recording Secretary, all recognized shop stewards and three (3) executive board members, and an alternate shop steward temporarily filling the role of the shop steward during the absence of the shop steward, shall be granted top classification and Rutgers seniority in their seniority units during their terms of office, provided that they have the requisite qualifications and ability to perform the work available at the time of layoff or recall. The Union will provide the University with a list of the names of these persons holding the positions described as being granted top seniority and will keep the list current.

7. General:

- a. When Rutgers decides to lay off employees within a job classification in a seniority unit, the employee(s) so affected shall be entitled to exercise classification seniority by displacing the least senior employee in such classification in the seniority unit where such layoff occurs. Probationary employees in such classification in such seniority unit shall be laid off first.
- b. Any employee so displaced may exercise his/her Rutgers seniority to displace the employee with the least classification seniority in a lower rated job title in the seniority unit provided he/she has formerly held that position and has the ability to perform the work available. If there is no lower rated job title in the seniority unit, and if the employee has held a lower rated job title in a different seniority unit, the displaced employee may displace the employee with the least classification seniority in that job title in that seniority unit provided he/she has the ability to perform the work available. In either case, the bump must be to a job title at a lower salary range. Any employee exercising his/her right to bump shall be paid according to the established demotion procedure.

8. Employees laid off from Rutgers shall be recalled to work from layoff in order of their classification seniority to a position in the same job title in their seniority unit as the one vacated at the time of layoff provided they have the ability to perform the work available.

9. Employees hired on a 10-month basis will not be entitled to utilize the provisions above during the off-season of July and August.

10. When Rutgers decides to lay off employees for two (2) weeks or less, or during a holiday shutdown, whichever is longer, the employees so affected shall not be entitled to displace any other employee in the seniority unit but may exercise their classification seniority to fill vacancies in their classification within their seniority unit. Employees shall be recalled to work in accordance with departmental schedules.

11. Summer layoffs in the New Brunswick Dining Halls and Snack Bars will be handled in accordance with Paragraphs #7 and #8 except that a displaced employee may not exercise seniority to displace an employee in a seniority unit outside the New Brunswick Dining Halls and Snack Bars.

12. Employees who are laid off during the school summer vacation season shall be offered the opportunity to fill seasonal job openings in other seniority units before Rutgers hires new employees other than students, provided that they have the requisite qualifications and ability to perform the work available. Employees who take advantage of such opportunity shall not have the right to exercise seniority in such other seniority unit.

13. Employees cannot exercise classification or Rutgers seniority to displace other employees in existing positions except under the layoff procedure.

14. a. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain classification seniority in the seniority unit from which he or she was promoted or transferred only for a period of one (1) year from the time of his/her promotion or transfer, during which period of time the employee may be returned to work in a position comparable to the one which he or she held at the time of the promotion or transfer. In such promotion or transfer, Rutgers seniority is as specified in #2a.

b. An employee who is promoted to a job within the bargaining unit shall retain and accumulate his/her Rutgers seniority during the probationary period. If the employee is removed from the new job during the probationary period, he/she will not lose benefits for which he/she was eligible before the promotion.

15. Rutgers and the Union recognize the commitment of the University to its students to provide part time employment. Rutgers will not use students to undermine the bargaining unit.

16. Accrual:

- a. Rutgers seniority shall accrue during an authorized leave without pay, maternity leave, sick leave, or vacation as specified in #5c.
- b. Classification seniority shall accrue only during the time an employee is continuously employed in a specific job title within his/her seniority unit. Such classification seniority ceases when an employee vacates a particular title in a particular seniority unit. Authorized leave without pay, maternity, sick leave, vacation and layoff as limited by #5c. will be considered as continuous employment in a specific job title.

17. Application:

Classification seniority shall apply only in layoffs and recalls.

18. When Rutgers decides to lay off employees for more than two (2) weeks, employees will be given at least fourteen (14) calendar days notice except in the case of an emergency.

ARTICLE 8 - OUT OF TITLE

Employees may be temporarily transferred to work in another job title without regard to classification and Rutgers seniority for periods up to thirty (30) working days, and for such additional periods of time as may be mutually agreed upon between Rutgers and the Union. Temporary assignments of employees to work temporarily in other job titles may be made without change in pay rate, except that an employee who is assigned to work in another job title for a period in excess of two (2) continuous working days shall thereafter be entitled to be paid, retroactively to the first day of his/her temporary assignment, a rate of pay which would be equal to the rate the employee would receive if he/she were promoted to the higher title (at least one (1) increment above his/her regular rate). It is understood that Rutgers will not rotate a temporarily assigned employee for the purpose of avoiding compensation to the employee under this provision. A temporary assignment of an employee to work in another job title for more than two (2) continuous working days shall be put in writing to the employee by his/her supervisor.

ARTICLE 9 - POSTING AND PROMOTIONS

A. As a matter of policy, Rutgers will fill permanent job openings by promoting employees from lower rated job classifications in the seniority unit when there are bids from employees who have the posted qualifications and ability to perform the job.

B. Posting Procedure

1. Promotional Opportunity - Vacant Position

A promotional opportunity for the purpose of job posting shall be defined as any position which is within the group eligible for inclusion in the bargaining unit except Custodian and Dining Services Worker-B. When Rutgers decides to fill such promotional opportunity, the position will be posted in the seniority units in the geographic area (Newark, Camden, New Brunswick) where the vacancy exists.

2. Upgrading

If an upgrading opportunity becomes available as a result of the upgrading of an existing position (where there is no vacancy) the upgrading opportunity shall be posted only in the seniority unit concerned. A copy of the posting will be forwarded to the Union President or Vice President depending on the geographic area concerned. An employee displaced by this procedure will have rights under Article 7, #7.

3. Recruitment Notification and Entry Level Positions

At the discretion of Rutgers, any position vacancy in a classification not eligible for inclusion in the bargaining unit or any Custodian or Dining Services Worker-B positions may be made known if such information seems appropriate for distribution. These positions may be within the framework of the various seniority units or in other departments outside the seniority units. It is understood, however, that there is no obligation on the part of Rutgers to make these vacancies known.

4. Distribution of Postings to Union Officials

All positions which are required to be posted as per this procedure shall be distributed to the appropriate Union Officials in the geographic area concerned. In the New Brunswick area this shall include the Union President, Secretary, and all shop stewards. Copies of posted positions in Newark and Camden will be supplied to the Union President and Campus Vice President and shop stewards.

5. Posting Period and Format

All positions which are posted shall be posted for five (5) working days. Saturdays, Sundays and holidays shall not be considered working days for the purpose of this procedure. The posting will include the following information:

- a. Title of Position
- b. Salary Range
- c. Seniority Unit
- d. Brief Description of Job Requirements and Qualifications
- e. Special Conditions
- f. Date Posted
- g. Removal Date of Posting

6. Eligibility to Use the Posting Procedure

Rutgers University employees who are eligible for inclusion in the Local 888 bargaining unit and who have been in their current position for at least six (6) months are eligible to use this procedure in order to seek a promotion.

7. Frequency of Applying for a Posted Position

There shall be no limitation on the number of times an eligible employee may bid on posted positions, except that after an employee has successfully bid and been accepted for a position the employee must wait six (6) months before bidding on another promotional opportunity.

8. How and When to Apply

Eligible employees who desire to bid on a posted position should make formal application by completing and signing a bid form. The completed bid form must be submitted by 9:00 a.m. on the first work day following the removal date on the posting to the personnel office in the geographic area concerned. A separate bid form is required for each position for which an employee wishes to be considered. If an interview is to take place, the employee's immediate supervisor shall be notified as to the date and time of the appointment.

C. Selection of Candidates

1. Rutgers shall promote the employee in the seniority unit with the greatest Rutgers seniority from among those employees who bid and meet the posted requirements unless, as between or among such employees there is an appreciable difference in their ability to do the job. A bidder who does not meet the posted requirements of a particular job will not be interviewed for the job. Disputes arising under this Section (1) shall be subject to the grievance and arbitration provisions of the Agreement except that when the most senior bidder has been selected, a less senior employee may not grieve.

An employee thus promoted shall be placed on a ninety (90) calendar day promotional probationary period (see Article 7, #14b). If the employee is removed from the new job during the probationary period, he/she will be returned to his/her former job. Such removal shall not be subject to the grievance and arbitration procedure unless the employee is discharged.

ARTICLE 10 - SALARY

Salary

The following salary adjustments are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement.

When it is possible to do so, salary detail as to overtime and rates will be printed on check stubs.

Fiscal Year 1989-90:

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. All current job titles in range 7 to be raised and equalized to range 8 upon ratification of the Agreement.
3. Effective January 13, 1990 there shall be a 4% increase across the board based on the October 1, 1988 salary schedule.

Fiscal Year 1990-91:

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective October 1, 1990 there shall be a 4-1/2% increase across the board based on the January 13, 1990 salary schedule.

Fiscal Year 1991-92:

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 1991 there shall be a 5-1/2% increase across the board based on the October 1, 1990 salary schedule.
3. Effective July 1, 1991, \$100 will be added to each step of each range of the July 1, 1991 salary schedule.
4. Effective April 1, 1992 the minimum salary for existing titles in Local 888 will be \$15,000.

ARTICLE 11 - LEAVE OF ABSENCE

1. An employee may submit a written request for leave of absence without pay for consideration by Rutgers. Based on the needs of the department, approval of such request will not be unreasonably denied.

2. An employee who is unable to perform the duties of his/her job title because of illness or injury shall be given a leave of absence without pay. Such leave of absence shall be limited to a period of three (3) months, but shall be renewable for a justifiable reason for additional (3) month periods, not to exceed a total leave of absence of one (1) year.

3. Employees on leave without salary for one (1) month or longer do not accrue vacation or sick leave benefits. Employees on leave of absence due to injuries occurring in the course of and arising out of employment for Rutgers, will earn sick leave and vacation until workers' compensation payments cease.

4. Employees on leave of absence shall retain and accumulate seniority during such leave of absence. Upon expiration of an employee's leave of absence, the employee shall be returned to work in a position comparable to the one previously held.

ARTICLE 12 - MATERNITY LEAVE

An employee desiring to work during pregnancy must furnish Rutgers with a physician's certification indicating the expected date of birth and the physician's opinion as to how long the employee may continue to work. Unless the University requires an additional medical opinion, the employee will be permitted to work until the time specified by her own physician.

An employee who wishes to return to work following the birth of her child will be granted a maternity leave of absence without salary and will be reinstated in her original position or a position of similar status and pay without loss of service credits. An employee may use accumulated sick leave to the extent she has it available. An employee may elect to continue Rutgers benefit programs by personal contributions while on leave.

Under most circumstances, the employee will be returned to her original position. If necessary, the department may fill the position on an interim basis with the clear understanding that this is a temporary arrangement which will be terminated at the time the employee returns from leave of absence.

In order to obtain a maternity leave, the employee must: (1) request the leave from her supervisor at least one (1) month prior to the commencement of the leave; (2) request the leave for a reasonable period of time, not to exceed three (3) months beyond the anticipated date of the birth of her child; and (3) notify Rutgers at least one (1) month prior to the end of the leave that she will be ready to return to work on the specified date.

A maternity leave may be extended for any reasonable period of time beyond the originally requested time period provided the employee requests the extension not less than one (1) month prior to the expiration of the original leave and submits a physician's statement certifying that an extension is necessary for medical reasons. Unless the University requires an additional medical opinion, the request will be granted. However, only under the most extraordinary circumstances will an extension of more than three (3) months be considered reasonable.

This policy shall apply to all female employees regardless of marital status.

ARTICLE 13 - HOLIDAYS

1. The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the previous Friday will be observed in lieu of the holiday.

In addition, Rutgers shall observe as holidays either one (1) full holiday or two half (1/2) holidays during the Christmas season, three (3) additional holidays to be annually determined by Rutgers, and two (2) personal holidays to be selected by the individual employee. Employees shall be eligible for the individually selected holidays after six (6) months of employment and the rules for their use will be governed by those applicable to administrative leave as provided in Article 18 of this Agreement. The second personal holiday used in any fiscal year shall not count as time worked for the purpose of computing overtime.

2. An employee laid off for a period of four (4) consecutive weeks or less shall be considered entitled to holiday pay for any holidays which occur during that period, provided he/she returns to work in his/her seniority unit on the first scheduled work day in the pay period immediately following such a layoff. Any employee laid off for a period longer than four (4) consecutive weeks shall not be entitled to any holiday pay for holidays which occur during such a layoff period.

3. Whenever possible, except in emergency situations, Rutgers will endeavor to give twenty-four (24) hours notice to an employee who is required to work on a paid holiday.

4. In order to compensate for the loss of the floating holiday provided for in Article 13, Section 1, for those employees who work the full fiscal year, an employee who works the academic year but less than the full fiscal year shall receive one (1) day off with pay, on a day mutually agreed upon by the employee and Rutgers, during the next following academic year provided that he/she is employed with Rutgers at the beginning of said following academic year.

5. When a holiday falls during an employee's vacation, that day shall not be counted as a vacation day.

6. Holiday Premium: An eligible employee who is authorized to work on an observed holiday will, in addition to his/her regular pay for the day, earn compensation at time and one half the employee's normal rate for all hours worked.

7. An employee whose regularly scheduled day off falls on a University holiday may request a particular day off in that workweek as an Alternative Day Off. If the request can be granted without interfering with the needs of the department, it will be granted. If the department determines that its needs do not permit granting that day, the department may assign another day during that workweek as the Alternate Day Off. If the employee is not given an alternate day off during that workweek, the University holiday counts as compensable hours toward overtime.

ARTICLE 14 - VACATIONS

Regularly appointed full time employees are first eligible for vacation upon completion of the fiscal year during which they are employed; vacation is accrued on the basis of one (1) day for each full month employed during that period. The vacation rate thereafter is:

One through 12 years' service	- 15 working days
13 through 20 years' service	- 20 working days
Over 20 years' service	- 25 working days

When an employee completes twelve (12) years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 1-2/3 days per full month of service.

When an employee completes twenty (20) years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 2 days per full month of service.

The allowance earned in one (1) fiscal year must be used before the end of the following fiscal year or it is forfeited. However, if it is mutually agreed between the employee and the supervisor that the pressure of work or special circumstances make it difficult for the employee to use his/her current vacation allowance, then a maximum of one (1) year's vacation allowance may be carried forward into the next succeeding year. However, an employee may not expect to combine the entire vacation allowance from two (2) fiscal years unless the supervisor and employee mutually agree to such an extended vacation.

If an employee becomes ill during five (5) or more vacation days, he/she may request that the portion of the vacation during which he/she was ill be converted from vacation time to sick leave provided that:

1. he/she was hospitalized during the vacation period; or
2. he/she was under a doctor's care for illness other than a chronic condition during the course of the vacation.

In order to be eligible for such conversion of vacation to paid sick leave, the employee must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in the immediate family while an employee is on vacation, bereavement time may be charged to bereavement leave.

An employee who wishes to receive vacation pay prior to leaving for his/her regularly scheduled vacation must apply in writing four (4) weeks before the day of the pay check in which his/her vacation is to be included. The granting and execution of such request is to be governed by procedures established by the University.

Upon separation, an employee shall be entitled to payment for his/her accrued vacation allowance. Such allowance shall include any unused vacation earned in the previous fiscal year plus the amount of vacation earned in the fiscal year when separation occurs.

ARTICLE 15 - HOURS OF WORK

1. Work Week:

- a. The normal work week of all regular full time employees shall consist of five (5) consecutive days.
- b. To the extent possible Rutgers will use its best efforts to schedule employees to work Monday through Friday inclusive, with the understanding, however, that employees, whose five (5) consecutive work day schedules include Saturdays and Sundays, will be required to work as scheduled.

2. Rest Periods:

All full-time employees shall be entitled to a fifteen (15) minute rest period during the first half of their shift and an additional fifteen (15) minute rest period during the second half of their shift. Regular part time employees who are scheduled to work twenty (20) hours or more per week shall be entitled to one fifteen (15) minute rest period during their shift. Rest periods shall be taken at the discretion of the employee's supervisor.

3. Call-back Pay:

Any employee who is called back to work after completing his/her regular shift and has left his/her place of work shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) minimum guaranteed, which are required by the supervisor.

4. Overtime:

- a. For the purpose of computing overtime, the standard work week shall be 12:01 a.m. Saturday to midnight Friday. Paid time off such as vacation, sick leave, holidays, administrative leave, bereavement leave, and jury duty is counted as hours worked in determining the number of hours an employee has worked in a given week.
- b. (1) Overtime requested and authorized by the employee's supervisor shall be compensated for in cash at time and one half the employee's regular hourly rate for hours worked in excess of the prescribed work week.

(2) For those employees receiving shift differential, such differential shall be added to their regular hourly rate when computing their overtime rate.
- c. Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in a work unit in a seniority unit, after taking into consideration the nature of the work to be performed during overtime hours and the qualifications and abilities of the employees in the seniority unit. Any refusal of overtime work shall be recorded as overtime worked by the employee. If, because of refusals to work overtime, there are an insufficient number of employees available to perform the overtime work, Rutgers may assign the overtime work to the necessary number of employees in the work unit who have the qualifications and abilities to perform the work. For the term of this Agreement such assignment will rotate from the least senior employee in the work unit to the most senior employee in the work unit. A record of the monthly overtime in the work unit shall be posted on available bulletin boards.
- d. Rutgers will examine the overtime records in November 1989 and after thereafter in May 1990, November 1990, May 1991, November 1991 and May 1992. Where there is an imbalance of the overtime distribution of more than fifty (50) hours within a shift in a particular classification in a seniority unit, Rutgers will assign scheduled overtime work (in accordance with (c) above) during the following two (2) months in such a way as to alleviate that imbalance as much as is practicable.

e. Scheduled weekend overtime work, not of an emergency nature, will be offered at least forty-eight (48) hours in advance.

5. Shift Differential:

A shift premium of twenty two (22) cents per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m. A shift premium of fourteen (14) cents per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and before 9:00 p.m. Full time employees regularly assigned to rotating shifts will be considered to be regularly scheduled for purposes of this provision.

6. Work Shifts:

Prior to effecting a major change in the regular starting time of work shifts, Rutgers will give reasonable notice to the affected employees and will discuss such change and the need for same with representatives of the Union, unless circumstances, such as in emergency situations, make such notice and prior discussion impracticable.

7. Shift Preference:

When a vacancy occurs or a new job is created within a given job classification having more than one (1) shift, any employee in the same classification may elect, in accordance with seniority, to change his/her shift to that shift on which the opening occurs, provided that the efficiency of the particular operation will not be impaired by such change and provided that no employee shall voluntarily exercise his/her seniority rights for such purpose more than once in any year. No employee shall be considered for a change in shift unless he/she shall in writing have requested a change in shift no earlier than six (6) months and no later than two (2) weeks before any such opening occurs. (For the form to be used, see appendix B)

8. Major Change in Schedule:

For employees working in a seniority unit on a seven (7) day work week schedule with fixed days off each week, where a major change in schedule affecting a majority of employees in the seniority unit requires employees to work more than five (5) consecutive days during the initial transitional week, overtime is to be paid for the employee(s) working six (6) and seven (7) consecutive days during such transitional week.

ARTICLE 16 - RETIREMENT AND LIFE INSURANCE BENEFITS

Eligible employees covered by this Agreement shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations.

Should there be changes made in this plan by legislation during the term of this Agreement, all such changes appropriate to members of the negotiating unit shall be made and effected in accordance with the provisions of such legislation.

Administrative rules are established by the Division of Pensions and Rutgers University.

ARTICLE 17 - HEALTH BENEFITS

During the term of this Agreement current coverage shall be continued for eligible employees covered by this Agreement. Currently, this program includes a choice of a traditional medical insurance program (Blue Cross/Blue Shield of New Jersey for hospitalization, and Prudential for medical-surgical and major medical), or a health maintenance organization (HMO), or a preferred provider organization (PPO), and a prescription drug program (Blue Cross/Blue Shield of New Jersey).

Administrative rules are established by the Division of Pensions and Rutgers University.

During the term of this Agreement full time employees and eligible dependents shall be eligible for participation in the eye care program established by the State. This program currently provides for up to a \$35 payment for prescription eyeglasses with regular lenses and up to a \$40 payment for such glasses with bifocal lenses. Each eligible employee and dependent may receive only one (1) payment during any two (2) year period.

During the term of this agreement full time employees and eligible dependents shall be eligible to participate in the dental care program established by the State.

ARTICLE 18 - ADMINISTRATIVE LEAVE

Full time employees shall be granted three (3) days administrative leave at the beginning of each fiscal year. Employees hired after the beginning of the fiscal year shall be granted a half (1/2) day of administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three (3) days.

Administrative Leave shall be scheduled in advance. Requests for such leave shall not be unreasonably denied.

Administrative Leave may be used for personal business, including emergencies and religious observances. Administrative leave may be taken in conjunction with other types of paid leave. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies; (2) religious holidays; and (3) personal matters. If there is still conflict, the matter will be resolved on the basis of seniority within the work unit. In the case of an emergency, where advance notice and approval are not possible, requests for administrative leave for emergencies shall not be unreasonably denied.

Administrative Leave may be scheduled in half-day units; 1/2 day, 1 day, 1-1/2 days.

Such leave shall not be cumulative. Unused balances in any year shall be cancelled. An employee who leaves employment shall not be required to reimburse Rutgers for earned days already used.

ARTICLE 19 - SICK LEAVE

Sick leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five [5] days) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather) residing in the employee's household who is seriously ill, or for exposure to contagious disease.

Full time employees earn fifteen (15) days of sick leave in each fiscal year at the rate of 1-1/4 days per month. Those full time employees who are paid on an hourly basis (type 3) earn sick leave on a biweekly basis at the annual rate of fifteen (15) days per year. During the first year of employment, employees will earn sick leave at the rate of one (1) day per month of service except that employees appointed on July 1 will earn sick leave at 1-1/4 days per month.

Unused sick leave is cumulative.

Employees are expected to notify their supervisor preferably by telephone as early as possible at the beginning of the work day on which sick leave is used and to keep the supervisor adequately informed should the absence extend beyond one day.

ARTICLE 20 - BEREAVEMENT LEAVE

An employee who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, stepchild, grandchild, sister, brother, grandmother, great grandmother, grandfather, great grandfather or any relative of the employee residing in the employee's household) may charge up to three (3) days for such absence to bereavement leave. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to bereavement leave.

Employees are eligible to receive one (1) day of bereavement leave for attendance at the funeral of the employee's mother-in-law, father-in-law, son-in-law, daughter-in-law.

If an employee requests to use available vacation time to extend the bereavement leave, it will not be unreasonably denied.

ARTICLE 21 - JURY DUTY

Rutgers shall grant time off with full normal pay to those employees who are required to serve for jury duty during such periods as the employee is actually serving. If jury duty does not require a full day, it is expected that the employee return to his/her duties.

ARTICLE 22 - TEN-MONTH EMPLOYEES

Employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 to June 30) generally receive benefits on a pro rata basis except for holiday pay which will be granted for those holidays that fall during the academic year only.

ARTICLE 23 - PRORATION

1. Vacations. Regular part time employees who are scheduled to work for twenty (20) hours or more per week shall be entitled to a vacation with pay based upon their years of service and prorated on the basis of the average number of hours worked by them in the previous fiscal year from July 1 to June 30.

2. Holidays. All regular part time employees who are scheduled to work for twenty (20) hours or more per week shall be entitled to holiday pay prorated on the basis of the number of hours per day for which they have been scheduled in the week in which the holiday occurs.

3. Jury Duty. Regular part time employees who are scheduled to work for twenty (20) hours or more per week and who are called upon to serve on a jury shall be granted the necessary time off with pay prorated on the basis of the number of hours for which they have been scheduled to work per week during the three (3) month period prior to their service as jurors.

4. Sick Leave. Regular part time employees who are scheduled for twenty (20) hours or more per week shall be entitled to earn fifteen (15) prorated sick leave days per fiscal year (1-1/4) pro rata days per month) based on the percentage of their full-time employment. Those part-time employees who are paid on an hourly basis (type 3) earn pro rata sick leave on a biweekly basis based on the annual rate of fifteen (15) days per fiscal year. During the first year of employment part-time employees will earn sick leave at the rate of one (1) pro rata day per month of service except that part time employees appointed on July 1 will earn sick leave at one and one quarter (1-1/4) pro rata days per month. The number of hours in each day of charged sick leave shall be based upon the number of hours scheduled for the employee on the day of sickness.

5. Administrative Leave. Regular part time employees who are scheduled for twenty (20) hours or more per week shall be entitled to three (3) days administrative leave at the beginning of each fiscal year prorated on the basis of the number of hours they are employed at the beginning of the fiscal year. The number of hours in each day of charged administrative leave shall be based upon the number of hours scheduled for the employee on the day of administrative leave.

ARTICLE 24 - TECHNOLOGICAL CHANGE

The University shall have the sole right to make technological and other such major changes in its operation as it may deem advisable for its efficient operation. However, prior to the introduction of any such changes, the University shall notify the Union of such contemplated changes. In the event the introduction of any new process or equipment results in layoff of persons, these matters shall also be discussed with the designated Union representative prior to their introduction. Any such layoffs shall be made pursuant to the layoff procedure in Article 7.

ARTICLE 25 - JOB EVALUATION MANUAL

The Job Evaluation Manual, as amended, agreed upon by Rutgers and the Union shall remain in effect during the term of this Agreement.

In the event that Rutgers establishes a new bargaining unit job title or changes the duties as described in the generic job description of an existing job title, the Union will be notified in writing of the new job title, the new job description and/or the changed generic job description, and the salary range assigned. If requested by the Union within fifteen (15) days of said notification, Rutgers and the Union shall negotiate the salary range assigned subject to the Public Employment Relations Commission rules governing negotiations.

A list of all bargaining unit employees promoted or reclassified out of the unit will be sent to the Union President on a monthly basis. Copies of the administrative job posting sheets will be sent to the Union President as produced.

ARTICLE 26 - UNIVERSITY PROCEDURES

Rutgers and the Union agree that employees shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the bargaining unit provided for in the University procedures whether or not provided for herein, provided, however, that there shall be no duplication or pyramiding of benefits.

ARTICLE 27 - GENERAL PROVISIONS

1. Employees who are laid off, voluntarily or involuntarily, for the summer months shall be entitled to receive their vacation pay at the time of their layoff.

2. Rutgers shall provide for each seniority unit a bulletin board, space on a bulletin board, or space for a bulletin board for posting by Union representatives of notices related to official Union matters. The Union agrees that notices posted on such bulletin boards shall not contain political or controversial material or any material not related to official Union business.

3. Rutgers will have available foul weather clothing for use by farm workers, or other employees, when needed.

4. At the close of the fiscal year, employees shall be refunded the deductions for meals made for regular salaried food service employees for those full days on which an employee was absent from work on account of sickness, vacation, or other excused absence under this Agreement.

5. Rutgers may establish and issue reasonable rules and regulations concerning the work to be performed by and the conduct of its employees, and it shall apply and enforce such rules and regulations fairly and equitably. These rules and regulations shall not be inconsistent with the terms of this Agreement, and Rutgers will make every reasonable effort to have prior discussion on those rules and regulations that may be of general interest or concern as provided for in Article 5.

6. All employees shall have access to their central personnel file to review their official employee records. The request for review of such records shall be made in writing to the Division of Personnel. The review of records shall be during regular office hours.

Grievance records should not be a part of the employee's personnel file. When any such documents are found in the personnel file, they shall be removed.

Upon a specific written request by an employee, the Union through a designated steward or Union officer, shall have the right to review that employee's file. Such request for review shall state the reason for the request, shall be scheduled in advance with the Division of Personnel and shall take place during regular business hours.

7. Uniforms. Rutgers agrees to explore problems in this area if any develop.

8. Safety shoes will be provided for farm workers and those maintenance employees in the Repair Department where necessary. A subcommittee of management and Union representatives will be formed to explore other areas of employment in the bargaining unit that may require safety shoes.

9. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of one (1) percent of the employee's annual salary for employees earning less than \$25,000. Thereafter, the rate shall increase 2/100th of one (1) percent (.0002) for each additional \$5,000 of salary or portion thereof, the new rate to be applied to the entire salary. Thus, the rate for \$25,000 - \$29,000 is .0012, \$30,000 - \$34,999 is .0014, \$35,000 - \$39,999 is .0016, etc.

The fee shall be based on the employee's annual salary at the time of billing. Collection of the motor vehicle registration fee shall be in January of each year beginning in January, 1991.

10. Meal Allowance. Employees other than Dining Services employees who are required to work for twelve (12) consecutive hours or more are entitled to one meal allowance of \$3.25 effective on date of ratification and \$3.50 effective July 1, 1991.

11. Clothing Allowance. A Clothing Allowance of \$60 shall be paid to each full-time employee as follows:

1990-91	\$60	On Ratification
1991-92	\$60	July 1991

12. For the term of the Agreement, if, in recruiting employees at range 15 and above, the University cannot hire the successful applicant unless a salary higher than step one of the appropriate salary range is offered, the University will immediately notify the Union that it intends to offer or has offered the applicant such a salary up to step 3 of the range and will provide the Union with information about the position at issue. If the Union wishes to negotiate particular future salary adjustments for that individual, the Union shall request such negotiations.

13. At the request of an employee, access to his/her medical records which are maintained by the University will be granted. The request must be in writing and signed by the employee. The request must be made to the medical office where the records are maintained at least two (2) working days prior to the time the employee wishes to have access to such records. The original medical records may not leave the medical office where they are maintained and any inspection of the records must be completed in the presence of a member of the medical office staff during regular working hours. The employee may purchase copies of such medical records for his/her use at a cost of \$.10 per page.

ARTICLE 28 - SAFETY COMMITTEE

Rutgers and the Union agree to continue jointly a committee to discuss mutual problems concerning employee safety and health. The committee shall be a standing committee, and shall meet regularly bi-monthly to discuss long-range overall safety and health problems of employees. Immediate safety problems should be reported to the Department of Radiation and Environmental Health and Safety.

ARTICLE 29 - SEVERABILITY

Rutgers and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE 30 - TERM

This Agreement shall be effective from July 1, 1989 until 12 midnight on June 30, 1992.

RUTGERS, THE STATE UNIVERSITY

BY:

Christina B. Moury
Charles W. Dean
Paul J. Kip
John R. Haskins
Daniel Ricci
Patricia Brancato

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

BY:

Li Colla

LOCAL UNION NO. 888 AFFILIATED WITH
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

BY:

Stephen F. Siegel
Mark Moohan
Stanley Bragg
Robert E. Kintner
Ken Siegel
Joseph A. Woodrow

George E. Huettel
Jan K. Hombly
Anne C. Stroh

Michael Lamm

Michael A. Gussel
Dezeller Shew.
Harold Johnson
Walter Morris
Erudyn Smith

DATE:

4/5/91

APPENDIX A

<u>TITLE</u>	<u>RANGE</u>
Animal Husbandry Research Worker	11
Animal Research Technician	14
Assistant Greenhouse/Field Technician	8
Assistant Maintenance Mechanic	12
Assistant Soils and Plant Technician	11
Automobile/Maintenance Mechanic	17
Baker A	14
Baker B	10
Carpenter/Maintenance Mechanic	17
Carpet Repairer/General Maintenance Worker	16
Cook A	16
Cook B	14
Cook C	10
Cook's Helper	8
Courtesy Desk Worker Dining Services	8
Crafts Trainee-PP-1 yr	12
Crafts Trainee-PP-2 yrs	14
Crafts Trainee-PP-3 yrs	16
Crafts Utility Worker	9
Custodian-Facilities	8
Custodian-Housing	8
Custodian Group Leader-Facilities	12
Custodian Group Leader-Housing	12
Custodian/Utility /Worker	10
Dairy Plant Operator	14
Dietetic Assistant	12
Dining Services Worker-A	10
Dining Services Worker-B	8
Dispatcher/Maintenance Attendant	11
Electrician/Maintenance Mechanic	17
Elevator/Maintenance Mechanic	18
Emergency Service Technician	16
Energy Management Control Technician	18
Equipment Operator	14
Fire Extinguisher Technician	16
Fire Extinguisher Worker	13
Furniture and Fabric Repairer	17

APPENDIX A
(Continued)

General Maintenance Worker	10
Golf Course Worker	12
Greenhouse/Field Technician	12
Grill Attendant/Cook	8
Handicapped Transport Service Driver	11
Head Animal Research Technician I	18
Head Animal Research Technician II	16
Head Animal Research Worker	18
Head Baker	16
Head Greenhouse/Field Technician	16
Head Research Dairy Worker	18
Head Research Farmer	18
Head Sewing Worker	11
Head Soils and Plants Technician	16
Head Storekeeper	12
Head Supply Clerk	17
High Voltage Electrician/Maintenance Mechanic	18
Housekeeper	10
Housing Maintenance Mechanic	15
Inspector Fire Alarm Systems	18
Laundry Attendant/Sewing Worker	8
Laundry Attendant/Sewing Worker Group Leader	12
Leader Dining Services Operations	14
Licensed Custodian	9
Locksmith/Maintenance Mechanic	17
Maintenance Mechanic-Facilities	17
Maintenance Mechanic-Dining Services	17
Maintenance Mechanic-Housing	17
Mason Plasterer/Maintenance Mechanic	17
Mechanic/Grounds Worker	15
Painter/Maintenance Mechanic	17
Plumber Steamfitter/Maintenance Mechanic	17
Porter/Driver	8
Refrigeration & Air Conditioning/Maint. Mechanic	18
Research Animal Worker	14
Research Dairy Worker	14
Research Farmer	14

APPENDIX A
(Continued)

Sanitation Truck Driver	12
Sanitation Worker	11
Security Guard	11
Security Guard Sergeant	15
Senior Animal Husbandry Research Worker	14
Senior Automobile/Maintenance Mechanic	18
Senior Carpenter/Maintenance Mechanic	18
Senior Electrician/Maintenance Mechanic	18
Senior General Maintenance Worker	14
Senior Greenhouse/Field Technician	14
Senior Locksmith/Maintenance Mechanic	18
Senior Maintenance Mechanic	18
Senior Mason Plasterer/Maintenance Mechanic	18
Senior Painter/Maintenance Mechanic	18
Senior Plumber Steamfitter/Maintenance Mechanic	18
Senior Research Animal Worker	16
Senior Research Dairy Worker	16
Senior Research Farmer	16
Sewing Worker	9
Soils and Plants Technician	14
Special Service and Grounds Group Leader-Facilities	12
Special Service and Grounds Group Leader-Housing	12
Special Service and Grounds Worker-Facilities	10
Special Service and Grounds Worker-Housing	10
Storekeeper	10
Supply Clerk	14
Utility Worker/Driver	11
Water Treatment Technician	17

APPENDIX B

Date

To: _____
Supervisor

I wish to be considered for the next opening on the _____
shift.

Foreman's Signature

Employee's Signature

EMPLOYEE'S COPY

Date

To: _____
Supervisor

I wish to be considered for the next opening on the _____
shift.

Foreman's Signature

Employee's Signature

DEPARTMENT'S COPY

APPENDIX C

RUTGERS UNIVERSITY
THE STATE UNIVERSITY OF NEW JERSEY
OFFICE OF THE VICE PRESIDENT FOR UNIVERSITY ADMINISTRATION AND PERSONNEL

COMPENSATION SCHEDULE - ANNUAL SALARIES
EFFECTIVE JANUARY 13, 1990

SALARY TABLE:		AFSCME LOCAL 888								FISCAL DAYS: 260
<u>RANGE</u>	<u>STEP:</u>	01	02	03	04	05	06	07	08	
06	ANNL	12723	13341	13960	14580	15195	15814	16436	17118	
	BIWK	489.35	513.12	536.93	560.77	584.43	608.24	632.16	658.38	
07	ANNL	13356	14003	14653	15303	15949	16600	17250	17969	
	BIWK	513.70	538.58	563.58	588.58	613.43	638.47	663.47	691.12	
08	ANNL	14017	14699	15382	16065	16748	17430	18115	18866	
	BIWK	539.12	565.35	591.62	617.89	644.16	670.39	696.74	725.62	
09	ANNL	14714	15427	16144	16862	17576	18292	19009	19784	
	BIWK	565.93	593.35	620.93	648.54	676.00	703.54	731.12	761.31	
10	ANNL	15443	16195	16946	17696	18448	19197	19943	20775	
	BIWK	593.97	622.89	651.77	680.62	709.54	738.35	767.04	799.04	
11	ANNL	16208	16997	17783	18570	19359	20148	20935	21799	
	BIWK	623.39	653.74	683.97	714.24	744.58	774.93	805.20	838.43	
12	ANNL	17011	17839	18665	19495	20316	21144	21968	22879	
	BIWK	654.27	686.12	717.89	749.81	781.39	813.24	844.93	879.97	
13	ANNL	17855	18723	19592	20462	21329	22199	23070	24028	
	BIWK	686.74	720.12	753.54	787.00	820.35	853.81	887.31	924.16	
14	ANNL	18741	19654	20566	21478	22391	23303	24218	25218	
	BIWK	720.81	755.93	791.00	826.08	861.20	896.27	931.47	969.93	
15	ANNL	19682	20625	21582	22544	23501	24458	25419	26468	
	BIWK	757.00	793.27	830.08	867.08	903.89	940.70	977.66	1018.00	
16	ANNL	20647	21658	22666	23671	24682	25689	26695	27804	
	BIWK	794.12	833.00	871.77	910.43	949.31	988.04	1026.74	1069.39	
17	ANNL	21677	22735	23792	24851	25908	26968	28026	29193	
	BIWK	833.74	874.43	915.08	955.81	996.47	1037.24	1077.93	1122.81	
18	ANNL	22756	23865	24972	26084	27192	28304	29412	30631	
	BIWK	875.24	917.89	960.47	1003.24	1045.85	1088.62	1131.24	1178.12	

APPENDIX C
(Continued)

RUTGERS UNIVERSITY
THE STATE UNIVERSITY OF NEW JERSEY
OFFICE OF THE VICE PRESIDENT FOR UNIVERSITY ADMINISTRATION AND PERSONNEL

COMPENSATION SCHEDULE - ANNUAL SALARIES
EFFECTIVE OCTOBER 1, 1990

SALARY TABLE:		AFSCME LOCAL 888								FISCAL DAYS: 260
RANGE	STEP:	01	02	03	04	05	06	07	08	
06	ANNL	13296	13941	14588	15236	15879	16526	17176	17888	
	BIWK	511.39	536.20	561.08	586.00	610.74	635.62	660.62	688.00	
07	ANNL	13957	14633	15312	15992	16667	17347	18026	18778	
	BIWK	536.81	562.81	588.93	615.08	641.04	667.20	693.31	722.24	
08	ANNL	14648	15360	16074	16788	17502	18214	18930	19715	
	BIWK	563.39	590.77	618.24	645.70	673.16	700.54	728.08	758.27	
09	ANNL	15376	16121	16870	17621	18367	19115	19864	20685	
	BIWK	591.39	620.04	648.85	677.74	706.43	735.20	764.00	795.58	
10	ANNL	16138	16924	17709	18492	19278	20061	20840	21710	
	BIWK	620.70	650.93	681.12	711.24	741.47	771.58	801.54	835.00	
11	ANNL	16937	17762	18583	19406	20230	21055	21877	22780	
	BIWK	651.43	683.16	714.74	746.39	778.08	809.81	841.43	876.16	
12	ANNL	17776	18642	19505	20372	21230	22095	22957	23909	
	BIWK	683.70	717.00	750.20	783.54	816.54	849.81	882.97	919.58	
13	ANNL	18658	19566	20474	21383	22289	23198	24108	25109	
	BIWK	717.62	752.54	787.47	822.43	857.27	892.24	927.24	965.74	
14	ANNL	19584	20538	21491	22445	23399	24352	25308	26353	
	BIWK	753.24	789.93	826.58	863.27	899.97	936.62	973.39	1013.58	
15	ANNL	20568	21553	22553	23558	24559	25559	26563	27659	
	BIWK	791.08	828.97	867.43	906.08	944.58	983.04	1021.66	1063.81	
16	ANNL	21576	22633	23686	24736	25793	26845	27896	29055	
	BIWK	829.85	870.50	911.00	951.39	992.04	1032.50	1072.93	1117.50	
17	ANNL	22652	23758	24863	25969	27074	28182	29287	30507	
	BIWK	871.24	913.77	956.27	998.81	1041.31	1083.93	1126.43	1173.35	
18	ANNL	23780	24939	26096	27258	28416	29578	30736	32009	
	BIWK	914.62	959.20	1003.70	1048.39	1092.93	1137.62	1182.16	1231.12	

APPENDIX C
(Continued)

RUTGERS UNIVERSITY
THE STATE UNIVERSITY OF NEW JERSEY
OFFICE OF THE VICE PRESIDENT FOR UNIVERSITY ADMINISTRATION AND PERSONNEL

COMPENSATION SCHEDULE - ANNUAL SALARIES
EFFECTIVE JULY 1, 1991

SALARY TABLE:		AFSCME LOCAL 888								FISCAL DAYS: 262
RANGE	STEP:	01	02	03	04	05	06	07	08	
06	ANNL	14127	14808	15490	16174	16852	17535	18221	18972	
	BIWK	539.20	565.20	591.23	617.33	643.21	669.28	695.46	724.13	
07	ANNL	14825	15538	16254	16972	17684	18401	19117	19911	
	BIWK	565.84	593.06	620.39	647.79	674.97	702.33	729.66	759.97	
08	ANNL	15554	16305	17058	17811	18565	19316	20071	20899	
	BIWK	593.67	622.33	651.07	679.81	708.59	737.26	766.07	797.68	
09	ANNL	16322	17108	17898	18690	19477	20266	21057	21923	
	BIWK	622.98	652.98	683.13	713.36	743.40	773.52	803.71	836.76	
10	ANNL	17126	17955	18783	19609	20438	21264	22086	23004	
	BIWK	653.67	685.31	716.91	748.44	780.08	811.61	842.98	878.02	
11	ANNL	17969	18839	19705	20573	21443	22313	23180	24133	
	BIWK	685.84	719.05	752.10	785.23	818.44	851.65	884.74	921.11	
12	ANNL	18854	19767	20678	21592	22498	23410	24320	25324	
	BIWK	719.62	754.47	789.24	824.13	858.71	893.52	928.25	966.57	
13	ANNL	19784	20742	21700	22659	23615	24574	25534	26590	
	BIWK	755.12	791.68	828.25	864.85	901.34	937.94	974.59	1014.89	
14	ANNL	20761	21768	22773	23779	24786	25791	26800	27902	
	BIWK	792.41	830.84	869.20	907.60	946.04	984.39	1022.91	1064.97	
15	ANNL	21799	22838	23893	24954	26010	27065	28124	29280	
	BIWK	832.03	871.68	911.95	952.45	992.75	1033.02	1073.44	1117.56	
16	ANNL	22863	23978	25089	26196	27312	28421	29530	30753	
	BIWK	872.64	915.20	957.60	999.85	1042.45	1084.78	1127.10	1173.78	
17	ANNL	23998	25165	26330	27497	28663	29832	30998	32285	
	BIWK	915.96	960.50	1004.97	1049.51	1094.01	1138.63	1183.13	1232.26	
18	ANNL	25188	26411	27631	28857	30079	31305	32526	33869	
	BIWK	961.38	1008.06	1054.62	1101.42	1148.06	1194.85	1241.46	1292.71	

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DECEMBER 28, 1989

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

RECEIVED

JAN 4 1990

EMPLOYEE RELATIONS

DIRECTOR OF EMPLOYEE
RUTGERS UNIVERSITY
60 COLLEGE AVENUE
NEW BRUNSWICK, NJ. 08903

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1989

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Rutgers Univ New Brunswick NJ Office Ees LU 1761
WITH STATE, COUNTY, AND MUNICIPAL EM
NEW JERSEY

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1850
2. Number and location of establishments covered by agreement 3 campuses - Newark, Camden, New Brunswick NJ
3. Product, service, or type of business Higher ed
4. If your agreement has been extended, indicate new expiration date _____

Christine B. Mowmy, Asst VP Staff Affairs 908 932 7162
Your Name and Position Area Code/Telephone Number
60 College Ave. New Brunswick NJ 08901-1149
Address City/State/ZIP Code